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Attorneys for Plaintiff and Cross-
 Defendant AMETHYST KELLY,
 professionally known as IGGY AZALEA

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

AMETHYST KELLY, professionally
 known as IGGY AZALEA,
 Plaintiff,

vs.

PRIMCO MANAGEMENT, INC., et
 al.,
 Defendants.

CASE NO. CV-14-7263-BRO-SH
 Hon. Beverly Reid O'Connell

JOINT RULE 26(f) REPORT

Date: May 4, 2015
 Time: 1:30 p.m.
 Ctrm.: 14

Action Filed: September 17, 2014
 Trial Date: None

AND RELATED CROSS-ACTION

Plaintiff Amethyst Kelly ("plaintiff"), defendant Maurice Williams a/k/a Maurice Lasel a/k/a Nuwine a/k/a Wine-O a/k/a Jefe Wine a/k/a Enzo Weinberg a/k/a Enzo Valido Weinberg d/b/a "Wine Enterprises, Inc." a/k/a wineenterprises inc. ("Weinberg"), and defendant James Edward McMillan d/b/a Make Millions Music, Inc. and counterclaimant James Edward McMillian ("McMillian") respectfully submit the following Joint Rule 26(f) report pursuant to Fed.R.Civ.P. 26(f), Local Rule 26, and this Court's February 18, 2015 Order Setting Scheduling Conference.

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1 Counsel for plaintiff and Weinberg conducted their early meeting of counsel
2 on March 4, 2015. McMillian's counsel did not participate in the meeting because
3 plaintiff and McMillian had agreed to stipulate to dismiss McMillian without
4 prejudice, on condition that McMillian adhere to this Court's January 12, 2015
5 Order Granting Motion for Preliminary Injunction and to any final judgment entered
6 herein. Plaintiff is no longer agreeable to stipulating to voluntarily dismiss
7 McMillian, for the reasons stated in the second paragraph of plaintiff's statement of
8 the case, below. Therefore, counsel for McMillian, Weinberg and plaintiff met and
9 conferred on April 23, 2015 concerning the contents of this report.

10 McMillian does not waive his right to enforce plaintiff's agreement.

11 Plaintiff contends the agreement was subject to the parties' entry into a
12 mutually acceptable stipulation which, for the reasons set forth in second paragraph
13 of plaintiff's statement of the case, below, is no longer possible.

14 **a. Statement of the Case**

15 **1. Plaintiff's Statement**

16 Plaintiff filed the instant action September 17, 2014. She filed her first
17 amended complaint for copyright infringement, declaratory judgment, violation of
18 California *Civil Code* section 3344, misappropriation of common law right of
19 publicity, trademark infringement, trademark dilution, violation of California
20 *Business and Professions Code* sections 17200 *et seq.*, rescission and restitution, and
21 conversion on October 30, 2014.

22 Plaintiff is a recording artist known professionally as Iggy Azalea. The
23 gravamen of her claims against Weinberg is that, without plaintiff's knowledge or
24 consent, Weinberg misappropriated several of plaintiff's unreleased recordings from
25 her personal computer; forged an agreement that purported to give him rights in
26 plaintiff's recordings; altered the plaintiff's recordings; made purported music
27 videos including the altered recordings, images of plaintiff, and a plaintiff look-alike
28 (the "Videos"); sold the putative rights under the agreement he forged to distribute

1 the stolen recordings to former defendants Primco Management, Inc. and its related
2 entities ESMG Inc. and Top Sail Productions, LLC (the “Primco defendants,”)
3 which have now been dismissed from the action subject to this Court’s February 2,
4 2015 consent decree [DE 72, 79]); sold the identical purported rights to McMillian,
5 who bore no relationship to the Primco defendants; posted the Videos on
6 Youtube.com and elsewhere ; and attempted to distribute the altered recordings
7 using plaintiff’s name and likeness.

8 On April 17, 2015, plaintiff’s counsel learned that McMillian, represented by
9 counsel different from his counsel herein and using the name of his corporation
10 Make Millions Music, Inc. (which, according to the New York Secretary of State’s
11 records has been dissolved since April 27, 2011), had filed suit against plaintiff’s
12 record label, music publisher and merchandiser for allegedly interfering with the
13 agreement whereby Weinberg purported to confer on McMillian distribution rights
14 to the recordings that Weinberg had stolen from plaintiff. Accordingly, plaintiff is
15 no longer willing to stipulate to dismiss McMillian from the instant action.

16 **2. Weinberg and McMillian’s Statement**

17 Weinberg will show that plaintiff exploited a series of persons and companies
18 as she ruthlessly advanced her career, disregarding the labors and investments made
19 in her on a personal and business level for her gain without regard to her
20 commitments or the harm caused to others. Plaintiff denied her admissions of her
21 marital relationship with Weinberg when it suited her to do so, and is currently
22 involved in litigation in Texas where she is attempting to avoid that commitment.
23 Plaintiff has given false testimony on a number of instances in order to further avoid
24 her obligations. This false testimony includes alleged damages, false claims of theft
25 of computer files, false claims of creation of recordings and compositions, false
26 statements regarding the names she has used and whether she has held herself out as
27 the wife of Weinberg, false claims of forgery against Weinberg and others, and
28 whether she signed the agreement she now seeks to avoid. None of the defendants

1 has done anything to harm plaintiff and never took any action other than that they
2 were entitled to take based on circumstances inclusive of but not limited to the
3 actions and statements of plaintiff.

4 **b. Subject Matter Jurisdiction**

5 **1. Plaintiff's Statement**

6 This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331,
7 1338(a)-(b) and 2201. This Court has federal question jurisdiction because plaintiff
8 seeks relief pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* and
9 under the Lanham Act, 15 U.S.C. §§ 1114 *et seq.* This Court has supplemental
10 jurisdiction pursuant to 28 U.S.C. § 1367 because plaintiff's state law claims are so
11 related to the claims within the Court's original jurisdiction that they form part of
12 the same case or controversy.

13 **2. Weinberg and McMillian's Statement**

14 The contract that plaintiff seeks to avoid mandates jurisdiction and resolution
15 in Texas. That was the intent of the parties and the matter should be litigated in
16 Texas. Weinberg reserves the right to conduct another hearing on the claims made
17 the basis for the injunction in order to re-argue the issue. Weinberg's contacts with
18 the State of California do not rise to a level justifying the exercise of personal
19 jurisdiction over him.

20 **c. Legal Issues and Evidentiary Issues**

21 **1. Legal Issues**

22 **A. Plaintiff's Statement**

23 The key legal issues are whether defendants have infringed or attempted to
24 infringe plaintiff's copyrights, trademark, and personality rights; whether
25 defendants' conduct constitutes unfair competition; whether the alleged agreement
26 pursuant to which defendants claim rights to plaintiff's recordings, trademark and
27 name and likeness is enforceable; the enforceability of the alleged agreement
28 whereby Weinberg claims he acquired rights to plaintiff's intellectual property and

1 personality rights; and the enforceability of the agreements whereby McMillian
2 claims he acquired rights under the purported agreement between plaintiff and
3 Weinberg.

4 **B. Weinberg and McMillian's Statement**

5 In addition, whether plaintiff has suffered any damage, and whether plaintiff's
6 conduct is justified and/or negates any of plaintiff's claims and contentions.

7 **2. Evidentiary Issue**

8 The authenticity of the alleged agreement whereby Weinberg claims he
9 acquired rights to plaintiff's intellectual property and personality rights.

10 **d. Parties and Evidence**

11 **1. Parties**

12 A. Amethyst Kelly p/k/a Iggy Azalea, plaintiff.

13 B. Maurice Williams a/k/a Maurice Lasel a/k/a Nuwine a/k/a Wine-O
14 a/k/a Jefe Wine a/k/a Enzo Weinberg a/k/a Enzo Valido Weinberg d/b/a "Wine
15 Enterprises, Inc." a/k/a wineenterprises inc., defendant.

16 C. James Edward McMillan d/b/a Make Millions Music, Inc. defendant
17 and cross-complainant.

18 **2. Percipient Witnesses**

19 A. Plaintiff

20 B. Weinberg

21 C. McMillian

22 D. Kareem Chapman ("Chapman")

23 E. Clifford Joseph Harris, Jr. ("Harris")

24 F. Darrell Thompson, Esq. ("Thompson")

25 G. Yet unnamed persons at plaintiff's record labels, distributors, and
26 publishers, and others who possess knowledge material to the facts and legal issues
27 concerned by and underlying this action.

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1 **e. Damages**

2 **1. Plaintiff's Statement**

3 Plaintiff's realistic range of provable damages include statutory damages in
4 the amount of \$150,000 for copyright infringement of each of the six recordings that
5 she alleges defendants misappropriated, in the total amount of \$900,000; all profits
6 and other revenues that defendants have received as a result of their wrongful
7 exploitation of plaintiff's name and likeness in an amount that is unknown to
8 plaintiff at this time, and/or the value of defendants' use of plaintiff's name and
9 likeness, pursuant to California Civil Code section 3344 and the Lanham Act;
10 plaintiff's expenses incurred in removing Weinberg's releases of plaintiff's
11 recordings and related videos to the public, in an amount of at least \$100,000;
12 punitive damages; treble damages; and attorney fees incurred herein.

13 **2. Weinberg and McMillian's Statement**

14 Weinberg and McMillian dispute plaintiff suffered any of the claimed harm or
15 damages, that she is not entitled to damages, that she should compensate them for
16 fees and costs, and that the lawsuit is a tactic (1) to avoid her promises and the
17 harmful effects suffered by others in reliance on the conduct and promises of
18 plaintiff, and (2) to strip defendants of the interests they acquired by means of
19 legally contracting with plaintiff.

20 **f. Insurance**

21 The parties are not aware of any applicable insurance coverage at this time.

22 **g. Motions**

23 **1. Plaintiff's Statement**

24 The parties do not anticipate motions seeking to add other parties or claims,
25 amend the pleadings, or transfer venue at this time.

26 **2. Weinberg's Statement**

27 Weinberg anticipates adding the current record labels, distributors, and
28 publishers of plaintiff as parties having caused the damages of which plaintiff

1 complains, and filing a renewed motion to transfer venue and to amend the
2 pleadings.

3 **3. McMillian's Further Statement**

4 In addition the positions of Weinberg, McMillian intends to assert claims for
5 breach of the agreement to dismiss him and his company from this lawsuit, and the
6 resulting damages.

7 **h. Manual for Complex Litigation**

8 This case does not require application of the Manual for Complex Litigation.

9 **i. Status of Discovery**

10 The parties have not commenced discovery.

11 **j. Discovery Plan**

12 Plaintiff anticipates completing all discovery by October 19, 2015. Weinberg
13 and McMillian anticipate completing all discovery by December 1, 2015. (Plaintiff
14 does not object to reasonably accommodating the schedules of counsel in scheduling
15 pretrial dates.)

16 The parties do not assert that any changes in the disclosures under Rule 26(a)
17 should be made.

18 The subjects on which discovery may be needed include the alleged creation
19 and execution of the alleged agreement between Weinberg and plaintiff; the creation
20 of plaintiff's recordings; Weinberg's acquisition of plaintiff's recordings;
21 Weinberg's alleged alteration of plaintiff's recordings; Weinberg's alleged creation
22 of videos allegedly featuring plaintiff's recordings; Weinberg's agreements with the
23 Primco defendants and McMillian; alleged exploitation of plaintiff's recordings and
24 related videos by Weinberg, the Primco defendants, and/or McMillian; Weinberg's
25 alleged non-payment to plaintiff of any consideration for the rights he claims under
26 his alleged agreement with plaintiff; revenues that Weinberg, the Primco defendants
27 and McMillian have received with respect to plaintiff's recordings and the videos
28 based thereon; and plaintiff's asserted damages.

Weinberg and McMillian may assert claims for damages, fees and costs to the extent not asserted in other forums.

1. Plaintiff's Intended Discovery

Plaintiff intends to take the depositions of Weinberg, McMillian, Chapman and Harris. Plaintiff anticipates completing their depositions by October 19, 2015. Plaintiff intends to propound requests for production, requests for admission and interrogatories to Weinberg and McMillian.

2. Weinberg and McMillian's Intended Discovery

Weinberg intends to take the depositions of plaintiff, her current and former labels, managers, producers, distributors, and publishers, persons with knowledge of plaintiff's entertainment career, companies and agents of companies with whom plaintiff claims to have endorsement deals, financial personnel knowledgeable concerning plaintiff's alleged financial and non-financial damages, persons knowledgeable concerning plaintiff's songwriting, producing and recording activities, and other issues relevant to plaintiff's claims and defendants' defenses. This discovery is anticipated to be completed by December 1, 2015.

k. Proposed Discovery Cutoff

Plaintiff: October 19, 2015.

Weinberg and McMillian: December 1, 2015

l. Expert Discovery

The parties anticipate introducing expert testimony.

Plaintiff's Proposed dates for expert disclosures:

August 10, 2015 (initial)

September 9, 2015 (rebuttal)

Weinberg and McMillian's Proposed dates for expert disclosures:

September 22, 2015 (initial)

October 22, 2015 (rebuttal)

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m. Dispositive Motions

Plaintiff anticipates moving for summary judgment on the grounds that the alleged agreement between plaintiff and Weinberg is not authentic, lacked consideration, was procured by fraud and/or undue influence, and is unconscionable.

n. Settlement/Alternative Dispute Resolution

The parties have not engaged in settlement discussions.

The parties elect ADR Procedure No. 1.

o. Trial Estimate

Eight Days.

Plaintiff: Eight witnesses.

Weinberg: Ten witnesses.

McMillan: Ten witnesses.

p. Trial Counsel

Plaintiff: Howard E. King and Stephen D. Rothschild

Weinberg: David W. Showalter and Paul N. Phillips

McMillan: Joseph Porter, III

q. Independent Expert or Master

This is not a case where the Court should consider appointing a master pursuant to Rule 53 or an independent scientific expert.

r. Timetable

See attached.

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1 s. **Other Issues**

2 None at this time.

3 DATED: April 27, 2015

KING, HOLMES, PATERNO &
BERLINER, LLP

5 By: /s/

HOWARD E. KING

STEPHEN D. ROTHSCHILD

Attorneys for Plaintiff and Cross-Defendant
AMETHYST KELLY, professionally known as
IGGY AZALEA

10 DATED: April 27, 2015

LAW OFFICES OF PAUL N. PHILIPS, APLC

13 By: /s/

PAUL N. PHILIPS

Attorneys for Defendant MAURICE
WILLIAMS, etc.

16 DATED: April 27, 2015

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19 By: /s/

DAVID W. SHOWALTER

Attorneys for Defendant MAURICE
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23 DATED: April 27, 2015

JOSEPH E. PORTER, III

26 By: /s/

Joseph E. Porter, III

Attorneys for Defendant and Cross-Complainant
JAMES EDWARD MCMILLAN d/b/a "MAKE
MILLIONS MUSIC, INC."

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2015, I electronically filed the foregoing **JOINT RULE 26(f) REPORT** with the Clerk of the Court by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.



Yvette T. Toko